STATE OF WASHINGTON)
COUNTY OF KING) ss)

I certify that I know or have satisfactory evidence that LORRAINE HINE is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chair of the Board of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

. . . : Dated this 25th day of October (Legibly Print or Stamp Name of Notary) Notary public in and for the State of Washington, residing at BOHNEL My appointment expires (o-9-0)STATE OF WASHINGTON) ss. COUNTY OF KING

I certify that I know or have satisfactory evidence that ROBERT J. WHITSITT is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of FIRST & GOAL INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 10 day of HOVEMPER 2001.

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at EDMOWIN

My appointment expires

EL 014-007 F 1402 D 10710

FIFTH AMENDMENT

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MASTER LEASE

between

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a public corporation of the State of Washington

and

FIRST & GOAL INC.,

a Washington corporation

Dated: October 25, 2001

, 1		FIFTH AMENDMENT TO MASTER LEASE
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3	EFFECTIVE DATE:	October 25, 2001
4. 5 6 7	BETWEEN:	WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a Washington State public corporation 401 Second Avenue South, Suite 520 Seattle, WA 98104 ("PSA")
8 9 10 11	\$ 27° C	FIRST & GOAL INC., a Washington corporation 505 Fifth Avenue South, Suite 900 Seattle, WA 98104 ("FGI")
12	This is the Fift	h Amendment to the Master Lease between PSA and FGI (the "Lease").
13		I in this Fifth Amendment shall have the same meaning as in the Lease
14		ately defined in this Fifth Amendment.
	among o mor wing popula	acity do mice in this Pitti Amendment.
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16	1. <u>Field Su</u>	rface. A new Section 7A entitled FIELD PLAYING SURFACE is added
17	between the end of exis	ting Section 7 and the beginning of existing Section 8, as follows:
18 19	"SECTION 7A	FIELD PLAYING SURFACE
20 21	7A.1 Field Sur	<u>face</u> .
22 23 24 25 26 27 28	tu: St: ya an: the	itial Installation. FGI is authorized to install and maintain an artificial rf, known as FieldTurf TM ("FieldTurf"), as the playing surface in the adium (the "Field Surface"). FieldTurf shall not have indelible lines, rdage markers, hash marks, end zones, field logos or similar indicators, d all such indicators shall be removable. The design specifications for a FieldTurf, including, but not limited to, its sub-base, drainage and stallation, are hereby approved to the extent they are consistent with the
29	Fie	eldTurf manufacturer's specifications. To the extent the design
30	spe	ecifications are not consistent with the FieldTurf manufacturer's
31	spe	cifications, however, they shall be subject to the prior approval of the
32 33	PSz	A in its sole discretion. FGI agrees to defend and indemnify PSA from
34	cha:	relaim or liability on account of or arising out of the performance racteristic of the FieldTurf Field Surface known as "GMAX." Except
35	as p	provided in the preceding sentence, the Project Design Documents and

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Construction Documents for the Stadium, as described in the Development

Agreement, are hereby deemed amended to reflect a FieldTurf Field Surface, and are hereby approved by the PSA.

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7A.1.2 Replacement. If after installation of the FieldTurf, FGI elects to change the Field Surface to another type of artificial surface or natural grass, such change shall constitute Major Maintenance or Modernization.

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7A.2 Olympic Games and/or World Cup Soccer.

identifying the approved playing surface.

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FGI acknowledges that FieldTurf is not currently approved for Olympic Games soccer by the International Olympic Committee and is not currently approved for the: final round of World Cup Soccer by the Federation Internationale de Football Association ("FIFA"): If the Olympic Games are awarded to Seattle and Olympic Games soccer games are venued at the Stadium or in the event that the final round of World Cup Soccer games are venued at the Stadium, and at that time the regulatory body for whichever of the above competitions is occurring requires a natural grass playing field for soccer games, then FGI shall overlay the Field Surface with a temporary natural grass playing surface that meets the then current: requirements of the applicable regulatory body. The cost of complying with the requirements of this Section shall be paid by FGI, but such cost is not an allowed cost of preparing, operating, and restoring the Project for purposes of Section 6.3 or Major Maintenance or Modernization. If there is any uncertainty over whether or not the International Olympic Committee or FIFA will allow its respective competitions to be played on the Field Surface, such uncertainty shall be resolved based on a letter signed by the applicable regulatory authority specifically

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National Teams Soccer. 7A.3

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If required to attract and host a match involving either the United States Men's or Women's National Team or United States Men's or Women's Olympic Team, in either a World Cup qualifying match, Olympics qualifying match, or a "friendly" (exhibition) international exhibition match, FGI shall overlay the Field Surface with a temporary natural grass playing surface that meets the then current requirements of the applicable regulatory authority at FGI's sole expense, so long as the applicable regulatory authority allows the match on an overlay of natural grass. Compliance with this Section is not Major Maintenance or Modernization. This obligation shall be limited to one match per Lease Year. If in a given Lease Year, a match described above has not used the Stadium as its venue, then FGI's obligation under this Section shall nonetheless be satisfied for that Lease Year, and such obligation shall not cumulate or carry over to a future Lease Year.

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7A.4 International Exhibition Soccer.

If required to attract and host "First Division" or above international professional soccer matches (games), FGI shall overlay the Field Surface with a temporary natural grass playing surface that meets the then current requirements of the applicable regulatory authority, except as limited in the following paragraph, so long as the applicable regulatory authority allows the match on an overlay of natural grass. Compliance with this Section is not Major Maintenance or Modernization.

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This obligation shall be limited to three (3) matches per Lease Year when the Field Surface is not accepted for play by either of the competing teams in the specific match. If in a given Lease Year, less than three (3) matches described above use the Stadium as a venue, then FGI's obligation under this Section shall nonetheless be satisfied for that Lease Year, and such obligation shall not cumulate or carry over to a future Lease Year. FGI's compliance with the requirements of this Section 7A.4 shall be at FGI's sole cost and expense, except that if the match has paid attendance of fewer than 40,000, FGI may charge the promoter for some or all of the cost of compliance with the requirements of this Section. For purposes of this Section, attendees that occupy club seats, luxury suites, or season ticket holders, who do not pay a separate charge for attendance at the match, but rather receive tickets for the match as part of their annual payment for attending Events at the Stadium, shall be counted as paid attendance. In order to effectuate this provision, FGI may require the promoter of the match to post reasonable security to pay the estimated cost of FGI's compliance with this Section, and that Security shall either be returned to the promoter or, if the promoter does not promptly pay to FGI the estimated cost of FGI's compliance with this Section, then such security shall be delivered to FGI following the match, depending on whether the actual paid attendance is at least 40,000 or not. all on specific terms and conditions to be more fully developed in the Use Agreement with the promoter.

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7A.5 Major League Soccer.

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If Major League Soccer ("MLS") establishes a soccer team with Seattle as its home city, FGI would enter into a long term use agreement which allows that soccer team to use the Stadium as its home field, upon commercially reasonable rates and terms. If at that time, MLS requires a natural grass playing surface, and if MLS has not sanctioned regular season games in another venue on other than a natural grass surface, then FGI will remove the artificial Field Surface and replace it with a natural grass Field Surface that conforms to the then current requirements of both the NFL and the MLS; provided, however, that no permanent installation will be made of a Field Surface prohibited by the NFL. The cost of initially replacing the Field Surface with natural grass shall be paid by FGI as its sole cost. Compliance with this Section is not Major Maintenance or Modernization, except

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as provided in Section 7A.8 below. If there is any uncertainty regarding the Field Surface requirements of MLS, this shall be resolved by reliance on a letter signed by MLS specifically identifying the approved playing surface. If at any time following installation of a natural grass Field Surface, MLS no longer requires a natural grass playing surface, or has sanctioned regular season games in another venue on other than a natural grass surface, FGI may, subject to Section 7A.1.2. remove the natural grass Field Surface and replace it with a Field Surface of other than natural grass, the cost of which shall be deemed to be Major Maintenance or Modernization.

7A.6 Amateur Events

FGI shall provide reasonable opportunities to qualifying high school, youth and recreational athletic groups to use the Stadium for athletic events ("Youth Events"). However, no such Youth Event shall interfere with FGI's scheduled commercial events or with dates then on "hold" for FGI's commercial events, which occur at the Stadium (including FGI's reasonable pre-event and post-event activities such as preparation, set-up and take-down). When Youth Events occur at the Stadium, FGI shall charge only its Direct Costs. FGI's "Direct Costs" for purposes of this paragraph are those incremental costs and expenses incurred by FGI solely due to holding the Youth Event at the Stadium, but not costs that FGI would have incurred anyway had the Youth Event not been held at the Stadium. This Section shall apply only while the Stadium Field Surface is not natural grass.

7A.7 Certain Common Terms.

For purposes of Section 7A.3 and .4 above:

"If required to attract and host the event" shall mean that whether the Field Surface is FieldTurf or overlaid natural grass is, in good faith, the decisive factor in determining whether such event shall be held at the Stadium. In other words, the Field Surface is the only remaining issue in determining whether a promoter of the event will enter into a Stadium Use Agreement, upon commercially reasonable rates and terms, such that the event will be held at the Stadium if the Field Surface is overlaid with natural grass but the event will not be held at the Stadium if the Field Surface is not overlaid with natural grass. For purposes of the foregoing provision, "commercially reasonable rates and terms" shall have its common meaning; provided, however, that FGI may recover from the promoter the costs that FGI would have reasonably incurred in preparing a natural grass field for hosting the subject event. By "hosting," it is meant only that the Stadium will be the venue at which the event will be held; FGI shall not be required or expected to act as an event promoter, or to otherwise contribute economically to hosting an event in any manner whatsoever.

1 2	7A.8	Major Maintenance or Modernization, Cost of Preparing Field Surface.
2 3 4 5 6. 7 8 9		If FGI permanently replaces the Field Surface with natural grass, such replacement will be deemed Major Maintenance and/or Modernization to the extent the Field Surface needs replacement anyway by reason of its age or condition. (If at the time of such replacement, the Field Surface would not be due for replacement by reason of remaining useful life, a pro rata portion of the replacement shall be deemed Major Maintenance and/or Modernization.)"
10	2.	Integration. All matters related to the Field Surface, including any and all
11	negotiations, o	discussions, correspondence, promises, and agreements relating thereto prior to the
12	date hereof, ar	e fully integrated into this Amendment.
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14	3.	No Further Modification. The Lease remains in full force and effect and
15	unmodified ex	cept by the First Amendment, Second Amendment, Third Amendment, Fourth
16	Amendment, a	nd this Fifth Amendment.
17		
*8]	IN WITNESS WHEREOF, this Fifth Amendment has been executed by the
19	Parties to be eff	fective on the date first set forth above.
20 21 22 23	F	PSA: WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a public corporation of the State of Washington
24 25 26 27		By: Xarraue Line Lorraine Hine, Chair of the Board
28 29 30 31 32 33	FC	GI: FIRST & GOAL INC., a Washington corporation By: Lobert I Writsitt President
		The state of the s

STATE OF WASHINGTON)
) ss.
COTINETY OF KING)

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I certify that I know or have satisfactory evidence that LORRAINE HINE is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chair of the Board of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 25 day of October, 2001.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at Bothell, LA

My appointment expires 4-9-05

STATE OF WASHINGTON) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ROBERT J. WHITSITT is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of FIRST & GOAL INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 1/2 day of October, 2001.

The Color of Material States

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at EDIMONIS, WA

My appointment expires 3/15/0

EXHIBIT A Page 158 of 179 -6-W:\annk\#269644 v6 - FINAL FIFTH AMENDMENT TO MASTER LEASE.doc

SIXTH AMENDMENT

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MASTER LEASE

between

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a public corporation of the State of Washington

and

FIRST & GOAL INC.,

a Washington corporation

Dated: November 20, 2003

SIXTH AMENDMENT TO MASTER LEASE

EFFECTIVE DATE:

November 20, 2003

BETWEEN:

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a Washington State public corporation

800 Occidental Ave So #700

Seattle, WA 98134

("PSA")

AND:

FIRST & GOAL INC., a Washington corporation 800 Occidental Ave So #200

Seattle, WA 98134

("FGP")

This is the Sixth Amendment to the Master Lease between PSA and FGI (the "Lease"). All defined terms used in this Sixth Amendment shall have the same meaning as in the Lease unless otherwise separately defined in this Sixth Amendment.

1. Section 5.7.1.1 of the Master Lease is amended by adding the following sentence at the end of Section 5.7.1.1:

"The L/C Reserve may be suspended and reinstated from time to time by PSA, in its sole discretion, pursuant to Section 5.7.4."

2. Section 5.7.4 of the Master Lease is deleted in its entirety and replaced with the following:

"5.7.4 L/C Reserve

5.7.4.1 At any time during any Lease Year, PSA may give FGI written notice requiring that FGI provide PSA with a standby letter of credit in the amount of the L/C Reserve (the "Reserve Letter of Credit"). FGI agrees to provide the Reserve Letter of Credit within thirty (30) days of receipt of PSA's written notice. The Reserve Letter of Credit will have a term ending on that last day of the then Lease Year or such shorter period of time as may be specified in PSA's notice to FGI requiring the procurement of a Reserve Letter of Credit. The Reserve Letter of Credit shall be issued by a financial institution reasonably acceptable to PSA, and may be drawn upon by PSA upon presentation of a "sight draft" in a reasonable, mutually agreed form.

5.7.4.2 To the extent PSA draws against the Reserve Letter of Credit in any Lease Year, then the amount of credit available to PSA under that Reserve Letter of Credit shall be reduced by such amount(s) drawn.. If PSA holds a Reserve Letter of Credit and has given FGI notice under Section 5.7.4.1 requiring a subsequent Reserve Letter of Credit, then PSA may draw on the existing Reserve Letter of Credit if FGI has not provided the replacement Reserve Letter of Credit when required by Section 5.7.4.1.

5.7.4.3 All out-of-pocket costs (excluding the cost of FGI's employees' time) associated with the Reserve Letter of Credit, including, without limitation, all service charges, shall be paid by FGI but shall be reimbursed to FGI by PSA, and FGI shall invoice PSA for such costs (supported by reasonable documentation of the costs) within thirty (30) days of the issuance of the Reserve Letter of Credit. PSA shall pay the invoiced amount within thirty (30) days of receipt of FGI's invoice, and if PSA does not do so, the unpaid amount shall bear interest pursuant to Section 26.25 and shall be subject to a late charge in the amount set forth in Section 5.4.2. In addition, after such 30 day period, all such invoiced amount, plus accrued interest and late charges, which remain unpaid by PSA may be applied as a credit against any Rents payable hereunder by FGI, and the credit will satisfy PSA's payment obligation when and to the extent so applied. The amounts paid by PSA pursuant to this Section 5.7.4.3 are Reasonable PSA Operating Expenses.

5.7.4.4 The amount of the Rent Letter of Credit described in Section 21.5 shall not affect the amount of the Reserve Letter of Credit."

No Further Modification. 3.

The Lease remains in full force and effect and unmodified except by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and this Sixth Amendment.

IN WITNESS WHEREOF, this Sixth Amendment has been executed by the Parties to be effective on the date first set forth above.

PSA:

WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a public corporation of the State of Washington

FGI:

FIRST & GOAL INC., a Washington corporation

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that LORRAINE HINE is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chair of the Board of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this day of December, 2003.



(Legibly Print or Stamp Name of Notary) Notary public in and for the State of Washington, residing Emnell, INH

My appointment expires 10-9-05

STATE OF WASHINGTON) ss. COUNTY OF KING

I certify that I know or have satisfactory evidence that TOD LEIWEKE is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of FIRST & GOAL INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this January day of December, 2003.



(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing Barnell Wit

My appointment expires 10-9-05

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SEVENTH AMENDMENT

to

MASTER LEASE

between

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a public corporation of the State of Washington

and

FIRST & GOAL INC.,

a Washington corporation

Dated: July 22, 2004

EXHIBIT A Page 164 of 179

1		SEVENTH AMENDMENT TO MASTER LEASE	
2			
3	EFFECTIVE DATE:	July 22, 2004	
4 5 6 7 8	BETWEEN:	WASHINGTON STATE PUBLIC STADIUM AUTHORITY a Washington State public corporation Qwest Field & Events Center 800 Occidental Ave. S. #700 Seattle, WA 98134	, ("PSA")
9 10 11 12 13	AND:	FIRST & GOAL INC., a Washington corporation 800 Occidental Ave. S., #200 Seattle, WA 98134	("FGI")
14	This is the Se	venth Amendment to the Master Lease between PSA and FGI	(the "Lease").
15	All defined terms us	ed in this Seventh Amendment shall have the same meaning a	s in the Lease
16	unless otherwise sepa	arately defined in this Seventh Amendment.	
17 18 19	In ord the Annual Mainten	der that both the Annual Exhibition Center Operating Expensionance Plan shall be due on the same date, Section 6.1.3 and	e Budget and I a portion of
20	Section 11.1.3 are he	reby amended to read:	
21		6.1.3. Annual Exhibition Center Operating Expense Budget	
22 23 24	shall submit to PSA	At least thirty (30) days prior to the beginning of each Least thirty (30) days prior thirty (30) days prior thirty (30) days prior thirty (30) days prior t	ase Year, FGI ear, for PSA's
24	16016W and common		
25		11.1.3 Annual Maintenance Plan	
26 27	Seventh Amendmen	All prior amendments to Section 11.1.3 are deleted and supert. Section 11.1.3, in its entirety, shall read as follows:	erseded by this

 $-1-O:\Contracts \& Agreements \Master Lease \Amendements \ \#451802-v4-Final Seventh Amendements \ \#451802-v4-Final Seventh \ \#45180$

1 2 3 4 5 6 7 8 9 10 11		"At least thirty (30) days prior to each Lease Year, FGI shall submit to PSA, for PSA's review and approval, a plan for the Normal Maintenance activities to be conducted at the Premises by FGI during that Lease Year (the "Annual Maintenance Plan"). PSA shall have ninety (90) days from FGI's submission to review and approve, conditionally approve or disapprove the Annual Maintenance Plan. Any subsequent changes in the Annual Maintenance Plan shall be approved under the same procedure as for the initial approval of an Annual Maintenance Plan. FGI shall perform Normal Maintenance substantially in accordance with the PSA-approved Annual Maintenance Plan unless FGI has a reasonable justification not to do so."		
13 14	2.	Notices. The addres	ses for purposes of notice under section 26.17 are:	
15 16 17 18 19 20 21 22 23		If to PSA:	WASHINGTON STATE PUBLIC STADIUM AUTHORITY Qwest Field & Events Center 800 Occidental Ave. S. #700 Seattle, WA 98134 Attn: Ms. Ann Kawasaki Romero, Executive Director Fax No.: 206-381-7949 Confirmation No.: 206-381-7940	
24 25 26 27 28 29		with a copy to:	BALL JANIK LLP 101 SW Main Street, Suite 1100 Portland, OR 97204 Attn: Stephen T. Janik Fax No.: 503-295-1058 Confirmation No.: 503-228-2525	
30 31 32 33 34 35 36 37		If to FGI:	FIRST & GOAL INC. Qwest Field & Events Center 800 Occidental Ave. S. # 200 Seattle, WA 98134 Attn: Mr. Lance Lopes, General Counsel Fax No.: 206-381-7557 Confirmation No.: 206-381-7835	

1 2 3 4 5 6	with a copy to:	Foster Pepper & Shefelman PLLC 1111 Third Avenue, Suite 3400 Seattle, Washington 98101 Attn: Allen D. Israel Fax No.: 206-749-1957 Confirmation No.: 206-447-8911
8	3. No Further Modifi	cation. The Lease remains in full force and effect and
9	unmodified except by the First	Amendment, Second Amendment, Third Amendment, Fourth
10		ixth Amendment and this Seventh Amendment.
11		
12	IN WITNESS WE	HEREOF, this Seventh Amendment has been executed by the
13	Parties to be effective on the date	first set forth above.
14 15 16 17	PSA:	WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a public corporation of the State of Washington
18 19 20		By <u>rederection Menoses</u> Frederick Mendoza, Vice Chair of the Board
21		
22	FGI:	EIRST & GOAL INC., a Washington corporation
23		
24		
25		By:
26		Tod Leiweke, President
27		TOU TOUGHT OFF

1	STATE OF WASHINGTON)
2) ss.
3	COUNTY OF KING)
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6	and said person acknowledged that said
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8	to the Vice ('hair of the Board of the Vice ('hair of the Board of the Walletting's Of Strategy
9	TO COLUMN A FIRM A FIRM OF THE COMMON TO BE STATE OF WASHINGTON, TO BE AND THE STATE OF WASHINGTON, TO BE AND THE STATE OF
10	free and voluntary act of such corporation for the uses and purposes mentioned in the instrument
	Dated this 22nd day of July, 2004.
11	Dated this <u>20</u> day of July, 2004.
12	15 John 1
13	(Signature of Notary)
14	(Signature of Ivolary)
15	(Legibly Print or Stamp Name of Notary)
16	Notary public in and for the State of Washington,
17	residing at Snahomus h, WA
18	My appointment expires <u>6-9-05</u>
19	MEOPHE INTO Appointment expires
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21	COLUMN OF THE CITAL CITAL COLUMN
22	STATE OF WASHINGTON) ss.
23	COUNTY OF KING)
24 25	
25 26	I certify that I know or have satisfactory evidence that TOD LEIWEKE is the
20 27	t 1 - free and said person acknowledged that said person signed that
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30	free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.
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31	Dated this 28 day of July, 2004.
32	16201
33	(Signature of Notary)
34	Signature of troums
35	(Legibly Print or Stamp Name of Notary)
36	Notary public in and for the State of Washington,
37	PUBLIC residing at On Month, WA
38	residing at
39	Miy appointment expires
	MY COEMADY
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EIGHTH AMENDMENT

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MASTER LEASE

between

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a public corporation of the State of Washington

and

FIRST & GOAL INC.,

a Washington corporation

Dated: November 17, 2005

EIGHTH AMENDMENT TO MASTER LEASE 1 2 EFFECTIVE DATE: November 17, 2005 3 WASHINGTON STATE PUBLIC STADIUM AUTHORITY, BETWEEN: 4 a Washington State public corporation 5 800 Occidental Ave. S., #700 6 ("PSA") Seattle, WA 98134 7 8 FIRST & GOAL INC., AND: 9 a Washington corporation 10 800 Occidental Ave. S., # 200 11 ("FGI") Seattle, WA 98134 12 This is the Eighth Amendment to the Master Lease between PSA and FGI (the "Lease"). 13 All defined terms used in this Eighth Amendment shall have the same meaning as in the Lease 14 unless otherwise separately defined in this Eighth Amendment. 15 Annual Exhibition Center Operating Expense Budget. Section 6.1.3 as amended 1. 16 in the Seventh Amendment to the Master Lease dated July 22, 2004 (the "Seventh Amendment") 17 is hereby further amended to read in its entirety as follows: 18 6.1.3 Annual Exhibition Center Operating Expense Budget 19 At least thirty (30) days prior to the beginning of each FGI Fiscal Year, 20 FGI shall submit to PSA its budget for Exhibition Center operations for that FGI Fiscal 21 Year, for PSA's review and comment. "FGI Fiscal Year" shall initially be the 12 month 22 period ending March 31 of each year, subject to FGI giving notice of change to PSA as 23 provided herein. For the one-time period commencing January 1, 2006 and concluding 24 March 31, 2006, FGI shall submit to the PSA its budget for the Exhibition Center 25 operations for that period, for the PSA's review and comment, no later than December 26 31, 2005. 27 Section 6.1.5 is hereby amended to read in its entirety as follows: Reporting Period. 2. 28 Reporting Period 6.1.5 29

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FGI shall submit to PSA, on or before the forty-fifth (45th) day of each calendar quarter for the immediately preceding calendar quarter, a written statement signed by FGI, and certified by its chief financial officer to be true and correct, showing in detail the amount of Exhibition Hall Revenues, Exhibition Hall Expenses, and Exhibition Hall Net Profits, as of the end of the preceding calendar quarter. In addition to FGI's quarterly report of Exhibition Hall Net Profits, FGI shall submit to PSA an annual audited report of Exhibition Hall Revenues, Exhibition Hall Expenses, and Exhibition Hall Net Profits for the immediately preceding FGI Fiscal Year, not later than seven (7) months following the end of each Lease Year. Each such report shall be certified as accurate by the chief financial officer of FGI and each such annual report and final report shall be accompanied by a certificate of an independent certified public accountant reasonably satisfactory to PSA that such report has been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied except as so noted and accurately states the Exhibition Hall Revenues, Exhibition Hall Expenses, and Exhibition Hall Net Profits for the period of such report. The format and detail of the above reports shall be subject to the approval of PSA.

3. <u>Annual Reporting on Operations</u>. Section 8.9 is hereby amended to read in its entirety as follows:

8.9 <u>Annual Reporting on Operations</u>

FGI shall submit to PSA for public disclosure not later than seven (7) months following the end of each Lease Year an audited profit and loss financial statement for FGI's operations of the Project for the immediately preceding FGI Fiscal Year. This statement shall be certified as accurate by the chief financial officer of FGI and shall be accompanied by a certificate of an independent certified public accountant reasonably satisfactory to PSA that such statement has been prepared in accordance with GAAP, except as so noted, and accurately states the profits and losses of FGI for the period of such statement. The format and detail of the statement of profits and losses shall be subject to the approval of PSA.

4. Annual Maintenance Plan. Section 11.1.3 as amended in the Seventh

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Amendment is hereby further amended to read in its entirety as follows:

11.1.3 Annual Maintenance Plan

At least thirty (30) days prior to each FGI Fiscal Year, FGI shall submit to PSA, for PSA's review and approval, a plan for the Normal Maintenance activities to be conducted at the Premises by FGI during that FGI Fiscal Year (the "Annual Maintenance Plan"). PSA shall have one hundred twenty (120) days from FGI's submission to review and approve, conditionally approve or disapprove the Annual Maintenance Plan. Any subsequent changes in the Annual Maintenance Plan shall be approved under the same procedure as for the initial approval of an Annual Maintenance Plan. FGI shall perform Normal Maintenance substantially in accordance with the PSA approved Annual Maintenance Plan unless FGI has a reasonable justification not to do so.

5. <u>Five-Year Major Maintenance and Modernization Plan</u>. Section 11.1.4 as amended in the Fourth Amendment to the Master Lease dated November 1, 2001 is hereby further amended to read in its entirety as follows:

11.1.4. Five-Year Major Maintenance and Modernization Plan

FGI shall submit to PSA, for PSA's review and approval, a new or updated plan of scheduled work to be performed upon the Premises during the next five FGI Fiscal Years in order to meet FGI's obligations under Section 11.1.2.2 for certain modifications, capital improvements and upgrading, as well as FGI's rights under Section 11.4 for Modernization Improvements (a 'Five-Year Plan'). The Five-Year Plan for the Exhibition Hall shall be submitted by March 1 of each Lease Year. The Five-Year Plan for the Stadium and Other Improvements shall be submitted by March 1 of each Lease Year. A Five-Year Plan may be broken down into Major Repair and Modernization Improvement sections. PSA shall have ninety (90) days from FGI's submission to review and approve, conditionally approve, or disapprove each Five-Year Plan. Any subsequent changes in a Five-Year Plan shall be approved under the same procedure as for the initial Five-Year Plan. FGI shall perform Major Maintenance and Modernization each year

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1	substantially in accordance with the PSA approved Five-Year Plan, as that Five-Year			
2	Plan may be revised from year to year, unless FGI has a reasonable justification not to do			
3	so.			
4	6. <u>Annual Maintenance Report</u> . Section 11.1.5 as amended in the Fourth			
5	Amendment to the Master Lease dated November 1, 2001 is hereby further amended to read in			
6	its entirety as follows:			
7	11.1.5 <u>Annual Maintenance Report</u>			
8	Within one hundred twenty (120) days following each FGI Fiscal Year,			
9	FGI shall provide to PSA a report in reasonable detail on the prior FGI Fiscal Year's Normal and			
10	Major Maintenance. PSA shall have one hundred twenty (120) days to review and comment on			
11	each annual maintenance report. In addition, PSA shall have the opportunity to audit (generally			
12				
12	pursuant to the process described in Section 6.1.7) FGI's maintenance records.			
13	7. <u>No Further Modification</u> . The Lease remains in full force and effect and			
14	unmodified except by the First Amendment, Second Amendment, Third Amendment, Fourth			
15	Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and this Eighth			
16	Amendment.			
17	IN WITNESS WHEREOF, this Eighth Amendment has been executed by the			
18	Parties to be effective on the date first set forth above.			
19	PSA: WASHINGTON STATE PUBLIC STADIUM			
20	AUTHORITY, a public corporation of the State of			
21	Washington			
22				
23				
24	\mathcal{P}_{m}			
25 26	Lorraine Hine, Chair of the Board			
27				

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1	FGI:	FIRST & GOAL INC., a Washington corporation
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5		By:
6		Tod Leiweke, CEO

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I certify that I know or have satisfactory evidence that LORRAINE HINE is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chair of the Board of the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a public corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

day of November, 2005.



(Legibly Print or Stamp Name of Notary) Notary public in and for the State of Washington,

residing at MULL CICCIC, WA My appointment expires ___

STATE OF WASHINGTON) ss.

COUNTY OF KING 24 25

I certify that I know or have satisfactory evidence that TOD LEIWEKE is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chief Executive Officer of FIRST & GOAL INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this gray of November, 2005.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at EDMONIS

My appointment expires

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NINTH AMENDMENT

to

MASTER LEASE

between

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a public corporation of the State of Washington

and

FIRST & GOAL INC.,

a Washington corporation

Dated: February 23, 2006

NINTH AMENDMENT TO MASTER LEASE

2

EFFECTIVE DATE: February 23, 2006

4 BETWEEN:

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,

a Washington State public corporation

800 Occidental Ave. S. #700

Seattle, WA 98134

("PSA")

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AND:

FIRST & GOAL INC.,

a Washington corporation 800 Occidental Ave. S., #200

Seattle, WA 98134

("FGI")

This is the Ninth Amendment to the Master Lease between PSA and FGI dated November 24, 1998 (the "Lease"). All defined terms used in this Ninth Amendment shall have the same meaning as in the Lease unless otherwise separately defined in this Ninth Amendment.

1. <u>Tobacco Sponsor Advertising</u>. The last sentence of Section 9.2 of the Lease is hereby deleted in its entirety and replaced with the following:

"No advertising of any form at the Premises will contain a promotion of tobacco products, except for: (i) point of sale advertising to the extent not prohibited by Laws and (ii) Permitted Sponsor Advertising. "Permitted Sponsor Advertising" shall be strictly limited to advertising which: (a) is displayed during a national or international touring event not involving the Team (the "Touring Event"); (b) is displayed at all of the other venues in which the Touring Event takes place; (c) is required to be displayed at the Touring Event pursuant to a written agreement between a company sponsoring all or part of the Touring Event and the promoter of the Touring Event; (d) is visible only within the interior (and not exterior) of the Stadium, Exhibition Hall, and/or other areas within the Premises which are specifically designated for use solely by the Touring Event; (e) does not violate any Laws or any of the prohibitions of that certain Master Settlement Agreement made by and among various parties, including 46 states of the United States of America and various tobacco companies, executed on November 23, 1998, as amended (the "MSA"); and (f) does not promote any specific tobacco product or contain any symbols or characters associated with any tobacco product, provided that it may contain the name of the tobacco company or the Brand Name (as that term is defined in Section II(i) of the MSA) sponsoring all or part of the Touring Event."

1	2. <u>N</u>	o Further Modification.	The Lease remains in full force and effect and
2	unmodified exce	pt by the First Amendm	ent, Second Amendment, Third Amendment, Fourth
3	Amendment, Fif	th Amendment, Sixth Am	nendment, Seventh Amendment, Eighth Amendment,
4	and this Ninth Ar	nendment.	
5			
6	IN	WITNESS WHEREOF,	, this Ninth Amendment has been executed by the
7	Parties to be effect	ctive on the date first set fo	orth above.
8	PS	A:	WASHINGTON STATE PUBLIC STADIUM
9			AUTHORITY, a public corporation of the State of
10			Washington
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13			\mathcal{O} -1
14			By Sarraue Dine
15			Lorraine Hine, Chair of the Board
16	FG	τ ∙	FIRST & GOAL INC., a Washington corporation
17		1.	THOST & COAL IIV., a Washington corporation
18		,	
19			
20			By:
21		,	Tod Leiweke, President

1	STATE OF WASHINGTON)
2) aa
3	COUNTY OF KING) ss.
4	DILLA TO TIMOOS)
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5	The state of the s	
6	person who appeared before	me, and said person acknowledged that said person signed this
7	instrument, on oath stated t	hat said person was authorized to execute the instrument and
8	acknowledged it as the Ch	air of the Board of the WASHINGTON STATE PUBLIC
9	STADIUM AUTHORITY, a	public corporation of the State of Washington, to be the free and
10	voluntary act of such corporati	ion for the uses and purposes mentioned in the instrument.
11	Dated th	nis 230 day of February, 2006.
12	TOP-IN	
13	E SUMMUMON OF THE PROPERTY OF	Londonos John
14		- Good 6 1000.
15		(Signature of Notary)
	O Superior of the superior of	Jodene E. Juda
16	The Public Property of	(Legibly Print or Stamp Name of Notary)
17	O Management & St.	Notary public in and for the State of Washington,
18	TE OF	residing at MU Chelle, WA
19	•	My appointment expires
20		
21		•
22	STATE OF WASHINGTON)
23) ss.
24	COUNTY OF KING)
25		
26	I certify that I k	now or have satisfactory evidence that TOD LEIWEKE is the
27	person who appeared before me, and said person acknowledged that said person signed this	
28	instrument, on oath stated the	at said person was authorized to execute the instrument and
29	acknowledged it as the President of FIRST & GOAL INC., a Washington corporation, to be the	
30	free and voluntary act of such co	orporation for the uses and purposes mentioned in the instrument.
		- M
31	Dated this	~ 20 day of February, 2006.
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33	MINIMINE.	(maleno Canl
34	E TODA III	- GOOD C O 1100
35	OH EXPLANA	(Signature of Notary)
	E O SO TARY TO ME	Journ E: 1000
36		(Legibly Print or Stamp Name of Notary)
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38	AUBI OF THE PROPERTY OF THE PR	residing at MIN CYCK WA
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